



Exhibit B

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 NATIONAL FUEL RESOURCES, INC. NATURAL GAS FIRM SALES PURCHASE ORDER National Grid - CITYGATE	
SELLER: National Fuel Resources, Inc.	
BUYER: General Motors Corporation	
PAYMENTS & INQUIRIES TO: Attn: Accounts Receivable P.O. Box 9072 Williamsville, NY 14231 Phone: (716) 630-6786 Fax: (716) 630-6744	
INVOICES & INQUIRIES TO: Attn: Attn: Mr. Paul Mackey Salina Industrial Park ADM03 Syracuse, New York 13206 Phone: (315) 487-9372 Fax: (315) 487-2064	
SERVICE LOCATION(S) & ACCOUNT NUMBER(S): [Salina Industrial Park ADM03, Acct# 26751-96113]	
QUANTITY: Buyer's full natural gas requirements for the Service Location(s).	
TERM: 1 year beginning on the first eligible meter reading date after November 1, 2008. Prior to the end of your contract term, you will receive new program terms and conditions.	
TRANSPORTATION AGENCY ELECTION: By signing below, Buyer elects and hereby authorizes Seller to act as Buyer's agent for nominations and transportation under this Contract.	
PRICE: Monthly NYMEX (last three day average settlement price) plus \$1.69 per Dth delivered to the Citygate (includes: (a) cost of gas; and (b) cost of delivery to Your Utility.) Your Utility transportation charges will be separately billed by National Grid. This price is subject to all applicable taxes and any utility imposed balancing charges.	
SECURITY: Buyer shall provide a Letter of Credit to Seller for any and all agreements by and between Buyer and Seller, including, but not limited to, this Purchase Order. Such Letter of Credit shall be effective for the entire term of this Purchase Order. The amount of the Letter of Credit shall be USD \$1,800,000 (One Million Eight Hundred Thousand Dollars) beginning November 1, 2008 and ending May 31, 2009 and then in the amount of USD \$250,000 (Two Hundred Fifty Thousand Dollars) beginning June 1, 2009 and ending October 31, 2009. Seller reserves the right to require security in addition to such Letter of Credit during the term of this Purchase Order.	
THE TERMS AND CONDITIONS ON THE FOLLOWING PAGE ARE A PART OF THIS CONTRACT This Agreement may be executed by facsimile.	
SELLER: National Fuel Resources, Inc.	
BUYER: General Motors Corporation	
Signature: _____	
Name: Joseph N. Del Vecchio	
Title: Vice President	
Date: _____	
Signature: 	
Name: PAUL B. MACKAY	
Title: Site Project Manager	
Date: OCTOBER 24, 2008	

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Terms and Conditions associated with NFR/Buyer's GAS PURCHASE ORDER for gas deliveries on National Grid.

Firm Sales: Sales under this Contract shall be made on a "firm" basis. National Grid ("Utility") will still be responsible for your meter and all meter readings. Service hereunder is subject to applicable Utility tariff provisions and policies. If NFR fails to deliver the stated quantity of gas for reasons other than force majeure, as defined below, Buyer shall be entitled to damages equal to any incremental costs Buyer incurs for its gas supplies. Except as provided herein neither party shall be liable to the other for incidental, consequential or punitive damages or lost profits
If I smell gas or have any safety-related questions, however, I will still call National Grid at 1-800-892-2345.

1. Quantity: NFR will provide and Buyer will purchase from NFR Buyer's full natural gas requirements for the enrolled service location(s). NFR will rely on Buyer's consumption information (shown on AU 1).

2. Transportation and Agency: Buyer hereby elects NFR as agent to arrange transportation of gas to Buyer on the interstate and/or intrastate pipelines and Utility pipeline system (collectively the "Transporting Pipelines") and authorizes NFR to receive all of Buyer's account(s) information, including service applications, historical consumption and payment information from the Utility. Title, and control of the gas shall pass from NFR to Buyer at the delivery point to the Utility.

3. Billing and Payment: Upon receipt of meter readings (and estimated readings) from the Utility, NFR will bill Buyer for gas delivered. The price does not include the Utility charges for delivering the gas from the interstate and/or intrastate pipeline to Buyer. The Utility will separately bill for their delivery charges and any applicable taxes. Buyer agrees to pay NFR's bill within fifteen (15) days after the invoice date. If Buyer's payment is late Buyer agrees to pay: interest at one and one-half percent per month from the date the payment is due; and a late payment fee of twenty (\$20) dollars for each billing period Buyer fails to make payment by the payment due date; and all reasonable attorney fees, court costs, or other expenses which NFR incurs in collecting overdue payments. A fee of thirty-five (\$35) dollars will be charged for any returned checks. If Buyer defaults on any of Buyer's obligations under this Contract, NFR may, in addition to other legal remedies, suspend deliveries or terminate this Contract. NFR will provide notification at least fifteen (15) days before discontinuation of supply service to allow Buyer the opportunity to pay the overdue bill or request service from another provider. If Buyer files for protection under Bankruptcy or similar laws, or if NFR learns of circumstances which NFR believes may render Buyer unable to make payment when due (which can include but shall not be limited to any credit insurance cancellation, any public expectation that Buyer (or Buyer's parent) may not be able to meet ongoing obligations, or any other public financial information associated with Buyer (or Buyer's parent) insecurity, etc.), NFR may demand a security deposit to secure payment for future service. Buyer will be entitled to a refund of any substantiated overcharges discovered within one (1) year after the billing date, if Buyer makes a claim within two (2) months of discovery. NFR has the right, at any time, even after the termination or expiration of this Contract, to bill and be paid for any Utility adjustments for service under this Contract. Should Buyer assign this Contract to any other Party then such other Party shall have assumed the Contract and agreed to be responsible for any outstanding unpaid charges under this Contract. NFR also is entitled to bill and be paid for any substantiated undercharges discovered within one (1) year after the original billing date if the corrected billing is made within two (2) months of the discovery. Should the Contract be terminated by either party, transfer to the Utility or service from another supplier will occur per Utility tariff and may take up to 45 days after notice, and until such transfer Buyer shall pay NFR for its gas supplies.

4. Fixed Prices: NFR and Buyer may agree to convert the pricing above to a fixed price for the remaining term of this contract, or for monthly increments, a portion or all of Buyer's volumes on Exhibit 1 to the Contract. NFR will trigger a fixed price only if the Parties agree on a fixed price and Buyer notifies NFR at least five business days prior to the beginning of the month of its intention to trigger the agreed on fixed price. Buyer's notice will be communicated by phone to Buyer's NFR sales representative or to NFR's risk management department at (716) 630-6736. An oral agreement to trigger will be binding. Such agreement shall be confirmed through; 1). NFR's receipt of a returned signed fax confirmation from Buyer; 2). NFR's receipt of a returned confirming e-mail from Buyer; or 3). a tape recording of the agreement, to be confirmed later by fax or e-mail from Seller. Buyer agrees to the possible tape recording of agreements and that any such tape recording shall be binding as to quantity and prices of such triggered volumes. Triggered volumes are the first volumes delivered to Buyer during the month. To provide Buyer with a Fixed Price, NFR will take positions in the futures market. Accordingly, NFR reserves the right to charge and Buyer agrees to pay any damages suffered by NFR as a result of Buyer terminating the Agreement before the end of the Term or otherwise failing to consume the fixed price gas. If no fixed price agreement is made for a particular month, or if a fixed price is not agreed to for all volumes in a month, the pricing provision(s) otherwise applicable will be used for such untriggered volumes. There shall be no tolerance on partial month triggered volumes. Force Majeure shall not affect Buyer's responsibility for losses related to fixed price triggered volumes described above.

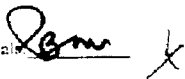
5. Damages: Buyer recognizes that NFR will expend money to establish Buyer's account and that NFR anticipates certain revenues from serving Buyer under this Contract. Therefore, if Buyer breaches this Contract in any way, including, but not limited to by taking service from another Supplier before the end of any term of this Contract or by failing to take gas service from Seller during the Term, Buyer agrees to pay Seller for any and all damages which Seller incurs as a result of said breach. Seller's damages would include, but not be limited to, hedging costs and any basis differential for the remaining term of the Contract. In addition, if Buyer moves its business during the Term, Seller shall sell gas to Buyer at its new location under the same terms of this Contract, except that any fixed price shall be only for the amount originally agreed upon, and further, if there is a significant volume revision, Seller shall have the right to a market adjusted basis for such revised volumes.

6. Taxes: Unless Buyer's price indicates otherwise, the price does not include New York State import fees, Gross Receipts taxes, or any other federal, state, Indian or local taxes, including but not limited to sales, use or consumption taxes any of which now apply or are later enacted. If NFR is required to collect and pay such taxes on Buyer's behalf Buyer agrees to reimburse NFR the full amount of such taxes. If Buyer claims exemption from any such taxes, Buyer must provide NFR a proper exemption certificate. NFR reserves the right to amend Buyer's price if additional taxes or fees are imposed or otherwise become applicable.

7. Force Majeure: If either party is unable to perform its obligations under this Contract due to force majeure, performance of such obligations shall be suspended until the force majeure is corrected. The party claiming the inability shall give written notice to the other party as soon as practicable after occurrence of the force majeure. Force majeure means acts of God, strikes, lightning, fires, floods, explosions, storms or storm warnings, breakage or failure of pipelines or machinery associated with pipelines, freezing of wells or pipelines; laws, rules, regulations or orders of any government, agency, political subdivision or instrumentality thereof having jurisdiction; injunction or judicial restraints; failure of gas supply; failure or curtailment of firm transportation, and any other non-financial cause of a similar nature not within the control of the party claiming force majeure. Force Majeure shall not excuse Buyer from damages related to fixed price positions.

8. Entire Buyer, Law and Dispute Resolution: These Terms and Conditions and the Purchase Order and AU 1 represent the complete Contract between the parties and can only be amended in writing signed by both parties. However, NFR may modify any terms that do not affect Buyer's price (except as solely provided herein), payment terms or the length of this Contract at any time by notifying Buyer of the change. In addition, NFR may modify this Contract during the initial term if changes to the tariffs, rules, regulations, or laws adversely affect NFR's ability to economically operate the program. Should Buyer's utility class change, Buyer shall pay any costs (i.e. capacity costs) associated with such change. If any change affects Buyer's price, payment terms or the term of the Contract NFR will give Buyer written notice at least thirty (30) days before the change is effective. This Contract shall be governed by and construed in accordance with laws of the State of New York. The services provided by the Utility will continue to be protected by the State Commission's Nonresidential Rules. Should Buyer have any questions or require additional information regarding this Contract, Buyer can contact NFR at (716) 630-6786. Buyer may also request information from the New York State Public Service Commission at 1-800-342-3377 (Toll Free) or New York State Public Service Commission, Consumer Services Division, 3 Empire State Plaza, Albany, NY 12223. This Contract shall be construed in accordance with, and its provisions governed by, the laws of the State of New York. This Contract will be deemed to have been executed in Erie County, New York and any litigation which may arise under this Contract shall be commenced in a court of proper jurisdiction sitting in Erie County, New York.

Buyer's Initials



NYNFGasGrid "slon"onn" 6-06

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General Motors Corporation

ATTACHMENT 1

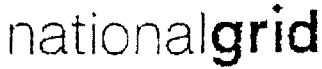
Historic
Burnertip Volumes (Therms)

NFR #	Account #	Service Location(s)		
			26751-96113	
	26751-96113	Salina Industrial Park ADM03	Jan	91,490
			Feb	98,944
			Mar	77,016
			Apr	31,260
			May	8,570
			Jun	0
			Jul	0
			Aug	0
			Sep	0
			Oct	0
			Nov	74,700
			Dec	100,690
			Total	482,670

PAUL B. MALKEY
Name (Please Print)

Paul B. Malkey
Signature

10/24/08
Date



For Energy Suppliers
Login

>Energy Supplier Menu

Gas Retail Access

Electric Retail Access

Energy Use History

You requested to view this data online, but you also have an option to download this data to a spreadsheet, located at the bottom of this window.

GENERAL MOTORS CORPORATION
1000 TOWN LINE RD
EAST SYRACUSE, NY 13057
Account Number: 2675196113

Gas History: SC5MO—Large Volume Gas Transportation - Monthly Balancing (SC5)

(Tax District=3128) 24 Records.

End Date	Bill Code	Day Use	Billed Therms	Bill Detail Amt
10/1/2008	R	030	0	353.85
9/1/2008	R	031	0	353.85
8/1/2008	R	031	0	353.85
7/1/2008	R	030	0	353.48
6/1/2008	R	031	8571	797.88
5/1/2008	S	030	31260	1987.1
4/1/2008	R	031	96273	5394.7
3/1/2008	R	029	123861	6840.69
2/1/2008	R	031	91485	5143.73
1/1/2008	R	031	100688	5626.1
12/1/2007	R	030	74698	4267.67
11/1/2007	R	031	26199	1723.17
10/1/2007	R	030	21038	1452.4
9/1/2007	R	031	19256	1358.91
8/1/2007	R	031	16023	1189.29
7/1/2007	R	030	30953	1972.59
6/1/2007	R	031	30284	1937.49
5/1/2007	R	030	45688	2745.66
4/1/2007	R	031	113000	6277.19
3/1/2007	R	028	140430	7716.3
2/1/2007	R	031	98056	5493.15
1/1/2007	R	031	96858	5430.29
12/1/2006	R	030	68281	3933.94
11/1/2006	R	031	49353	2940.06

Download Data:

Preferred data format: ☒ Microsoft Excel ☐ Lotus 1-2-3

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Updated 5/22/08 Imp

NIMO Capacity Release Calculation

Customer Name: General Motors Corp
Account # 26751-96113

Current NIMO HDD				# days	Annual Calculations			
Month	Usage	HDD			Baseload	Sum of 2 lowest months (Jun-Sep)		
Jan	9,149.0	1115		31	Daily Baseload	57.836	Baseload/ #of days in 2 lowest months	
Feb	12,386.0	1119		28	Annual Baseload	21110.164	Daily Baseload *365 days	
Mar	9,627.0	990		31	Total Load	64031	Total Annual Load	
Apr	3,126.0	404		30	Thermal load	42920.836	Total Load- Annual Baseload	
May	857.0	301		31	Thermal Response *****	6.820	Total Thermal Load / Total Annual HDD	
Jun	3,095.0	23		30	MPDQ	569.367	Thermal Response * 75HDD + Daily Baseload	
Jul	1,602.0	2		31	MPDQ grossed up for fuel	579.388		
Aug	1,926.0	24		31				
Sep	2,104.0	93		30	DTI FT	256.2150	MPDQ*45%	
Oct	2,620.0	265		31	GSS Storage Demand	313.1517	Difference between MPDQ and DTI FT	
Nov	7,470.0	820		30				
Dec	10,069.0	1137		31				
Totals	64,031.0	6293						

31 ***** If Thermal Response is negative please use calculation below.

Current NIMO HDD				# days	Summer Calculations (April thru October)		
Month	Usage	HDD			Daily Baseload	38.758 MPDQ*75%	
Jan	9,149.0	1115		31	Thermal Response	0.000 = ZERO	
Feb	12,386.0	1119		28	MPDQ	51.677419 = Peak usage from Ap thru Oct / 31 days	
Mar	9,627.0	990		31	DTI FT	38.7581 MPDQ*75%	
Apr	3,126.0	404		30	GSS Storage Demand	0.000 = ZERO	
May	857.0	301		31			
Jun	3,095.0	23		30			
Jul	1,602.0	2		31	Winter Calculations (Nov thru March)		
Aug	1,926.0	24		31	Daily Baseload	232.9113 MPDQ*75%	
Sep	2,104.0	93		31	Thermal Response	0.000 = ZERO	
Oct	2,620.0	265		30	MPDQ	310.548387 = Peak usage from Ap thru Oct / 31 days	
Nov	7,470.0	820		31	DTI FT	232.9113 MPDQ*75%	
Dec	10,069.0	1137		30	GSS Storage Demand	0.000 = ZERO	
Totals	64031	6293		31			